

## **Services Performed on UTCFS Participating Sites' Facilities (3/06)**

If Supplier will be performing services at UTCFS Participating Site's facilities the following provisions apply:

1. Supplier will ensure that Supplier personnel assigned to work at a UTCFS Participating Site facility or at a UTCFS Participating Site's customer's facilities (i) will not conduct any non-UTCFS Participating Site related business activities (such as interviews, hiring, dismissals or personal solicitations) on the UTCFS Participating Site facilities or UTCFS Participating Site customer's facilities; (ii) will not conduct Supplier's personnel training on the UTCFS Participating Site's facilities, except for on-the-job training; (iii) will not attempt to participate in UTCFS Participating Site benefit plans or activities; (iv) will not send or receive non-UTCFS Participating Site related mail through UTCFS Participating Site's mail system; (v) will not sell, advertise or market any products or distribute printed, written or graphic materials on UTCFS Participating Sites' facilities without written permission from the UTCFS Participating Site and (vi) will abide by the policies and procedures of UTCFS Participating Sites .
2. Supplier will ensure that Supplier personnel assigned to work at UTCFS Participating Site's facilities or at UTCFS Participating Site's Customer's facilities (i) do not bring weapons of any kind onto the UTCFS Participating Site's facilities or UTCFS Participating Site's customer's facilities; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances (for non-medical reasons) or alcoholic beverages while on UTCFS Participating Site's facilities or UTCFS Participating Site's customer's facilities; (iii) do not have in their possession hazardous materials of any kind on the UTCFS Participating Site's facilities or UTCFS Participating Site's customer's facilities without UTCFS Participating Site's authorization; (iv) acknowledge that all persons, property, and vehicles entering or leaving any UTCFS Participating Site's facilities are subject to search; and (v) remain in authorized areas only (limited to the work locations, cafeterias, rest rooms and, in the event of a medical emergency, the UTCFS Participating Site's medical facilities). Supplier will promptly notify UTCFS Participating Site of any accident or security incidents involving loss of or misuse or damage to UTCFS Participating Site's intellectual or physical assets; physical altercations; assaults; or harassment and provide UTCFS Participating Site with a copy of any accident or incident report involving the above.
3. In the event Supplier personnel have access to information,

information assets, supplies or other property, including property owned by third parties but provided to Supplier personnel by a UTCFS Participating Site (“UTCFS Participating Site Assets”), Supplier personnel: (i) will not remove UTCFS Participating Site Assets from UTCFS Participating Site’s facilities without UTCFS Participating Site’s authorization; (ii) will use UTCFS Participating Site Assets only for purposes of this MTA and reimburse UTCFS Participating Site for any unauthorized use; (iii) will only connect with, interact with or use programs, tools or routines that UTCFS Participating Site agrees are needed to provide services; (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers; and (v) in the event the UTCFS Participating Site Assets are confidential, will not copy, disclose or leave such assets unsecured or unattended. UTCFS Participating Site may periodically audit Supplier’s data residing on UTCFS Participating Site’s information assets.

4. Supplier will distribute the following notice on sexual harassment to its employees who are assigned to work under this MTA. *“UTCFS is committed to providing a work environment free from sexual harassment. Sexual harassment is unwelcome sexual conduct which has the purpose or effect of unreasonably interfering with an individual’s work performance or which creates an offensive or hostile work environment. If you believe that you have been the victim of sexual harassment while working on UTCFS facilities, you are encouraged to report such incidents directly to your employer and directly to UTCFS.”*
5. Access to Facilities: Supplier will:
  - (i) assure that the Supplier’s employees shall complete and submit any and all administrative forms necessary on a business site by business site basis.
  - (ii) maintain a current and complete list of the persons’ names and social security numbers;
  - (iii) obtain for each person a valid identification badge from the UTCFS Participating Site’s plant protection personnel and ensure that it is displayed to gain access to and while on UTCFS Participating Site’s facilities;
  - (iv) maintain a signed acknowledgment that each person will comply with UTCFS Participating Site’s Safety & Security Guidelines including search guidelines;
  - (v) ensure that each person with regular access to UTCFS Participating Site’s facilities registers their vehicles with

UTCFS Participating Site and complies with all parking restrictions;

- (vi) inform UTCFS Participating Site if a former employee of UTCFS will be assigned work under this Agreement, such assignment shall be subject to UTCFS Participating Site's approval; and
  - (vii) notify UTCFS Participating Site immediately upon completion or termination of any assignment and return UTCFS Participating Site's identification badge.
6. At UTCFS Participating Site's request, at any time and for any reason that is not unlawful, Supplier will remove a person from UTCFS Participating Site's facilities and not reassign such person to work on UTCFS Participating Site's facilities (UTCFS Participating Site is not required to provide a reason for such request).
7. Upon UTCFS Participating Site's request, Supplier will provide documentation to verify compliance with this provision.